

TENANTS INFORMATION PACK

Lomond Estate Agents,
127 Main Street,
Prestwick, KA9 1LA.

Tel: 01292 479994
Fax: 01292 473689

www.lomondproperty.com

APPLYING FOR A PROPERTY

At Lomond, we thoroughly inspect every rental property prior to listing it and aim to only offer quality properties to any potential tenants. All rental properties offered through Lomond are usually in high demand, therefore we advise you to apply for the property of your choice as early as possible to avoid disappointment.

Once you have viewed the property and decided you wish to take it at the agreed rent for the minimum term and we are happy to accept you as tenants, you will then be required to complete a Tenancy Application Form (at the back of this pack) and pay a non-refundable holding deposit, equivalent to 25% of the monthly rent or in some cases more dependant on individual circumstances, this enables us to reserve your chosen property.

Please ensure you fully complete the attached application form to avoid any possible delays in reserving your chosen property and note this deposit **will not** be returned if you change your mind about proceeding. In addition, **do not** apply to rent a property if you have doubts about your ability to meet the financial commitment, or if you are not confident about your references.

There is an application and referencing fee of £30 per person named on the lease which we will require to be paid on completion of the application form. This fee is non refundable.

APPLYING FOR A PROPERTY

We require references to each party to a tenancy agreement. Typically we will require references from your employer and previous landlord, and possibly a suitable character reference. References usually take about a week to be clarified upon obtaining them from you. Under no circumstances will you be allowed to occupy a property until all references on each party to the tenancy have been received. By completing the tenancy application form you are consenting to this information being shared with our clients and other organisations, if applicable for the purpose of assessing the application.

In some circumstances it will be a requirement to use Homelet who are a professional referencing agent to carry out certain enquires on our behalf. In this instance it will be necessary for all parties to the tenancy agreement to complete their referencing form. The information required may include your national insurance number, payroll number, employers and landlord's addresses telephone numbers etc.

The costs involved in the Homelet referencing process are:

Comprehensive Plus: Full Reference £35 per person

Please note: If we are required to use Homelet for referencing there fee will be payable on top of our own application fee.

THE TENANCY AGREEMENT

The agreement you sign is a legal document. It is between the owner of the property (Landlord) and yourself (Tenant). You should read the agreement carefully and ensure you understand it fully before signing, if in doubt consult a solicitor. The agreement places legal obligations on you, some of which are explained below.

The agreement you sign will normally be a Short Assured Tenancy and will be for a minimum period of six months, which means that you can stay in the property for the period of the rental (provided you meet all the obligations of the agreement). If the landlord wishes to end the tenancy you will be given two months notice to quit the premises. You can only leave the property at the end of the period stated in the agreement (if you wish to leave when the agreement is due to run out you must notify us in writing giving a minimum of one months notice). If you vacate the property and do not give one months notice **you will be responsible for the rental payments for this period.**

We request that you read the Tenancy Agreement in full before signing so that you are aware of all your obligations contained within it. You cannot move anyone into the property unless you have informed us and we receive permission from the landlord for you to do so and you receive written confirmation from us.

Please note: Should you vacate the property prior to the end of the contracted period, whether or not you give one month's notice you will be liable for all rent payments due until the end of the contracted period, or on the landlords instruction we find a replacement tenant. You will be liable for the landlords re letting fee for the new tenancy if this is the outcome.

SHARERS

Every adult that moves into the property (18 years old and above) must be named on and must sign the tenancy agreement. Please be aware that it will be a breach of the agreement should anybody else move into the property during your tenancy without express written permission from the landlord. Should permission be granted, a new tenancy agreement will be drafted and must be signed by all adults.

SECURITY DEPOSIT

You are required to lodge a security deposit with Lomond before occupying the property. The deposit is typically the equivalent of one month's rent and will be refunded at the end of the tenancy after you have vacated the property provided that the following procedures are carried out: -

- Your rent is up to date
- All bills relating to the tenancy have been paid
- The property has been well maintained
- The items listed on the inventory are all present and in good condition
- All garden grounds must be maintained and in the same condition when you were given the property
- The property must be fully cleaned on vacation. Any cleaning expenses incurred by the landlord after your vacation may be recovered from your deposit

The landlord must be satisfied with the property before the deposit is refunded. In the event of any dispute, you and the landlord are jointly responsible for agreeing the appropriate level of any deductions and the tenant cannot hold Lomond liable for any deductions made from the deposit, which may be in dispute.

RENTAL PAYMENT

You are contractually required to adhere strictly to the rental payment schedule from the start date of the tenancy and your rent is payable monthly in advance. Along with the security deposit, your first month's rent must be paid by cash, banker's draft or cleared funds before you occupy the property. The second and subsequent months are paid by bank standing order to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account prior to the day your rent is due.

RENT OVERDUE

Your rent is due on the date stated within your lease – standing orders setup for rent payment may not arrive in our bank for a variety of reasons, the main ones being

- Insufficient funds in your bank account
- Cancellation of standing order by account holder
- Failure to process or setup the standing order (this is normally only the case in month 1)

We have no ability to speak to a tenant's bank. If there are insufficient funds or the standing order has been cancelled, the tenant must rectify the position both personally and immediately.

If rent is missing we will contact you by phone and letter within the first few days. If we no rent or acceptable explanation has been received within 7 days then late rent fees will become payable.

LATE RENT FEES

A late rent fee of £100 + VAT will be charged to tenants who have not paid rent to cover the admin cost of chasing missing rent. This charge is clearly aimed at tenants who fail to pay rent and covers the cost of staff time and administration. The cost of chasing missing / late rent is very high.

LEGAL ACTION

Ultimately if no rent is paid, we will hand over rent recovery to a debt collection agency or a legal firm to collect the rent arrears and if necessary proceed to eviction. The decision to take legal action lies with the landlord and not Lomond Estate Agents.

If a court order is raised, it may be raised against all parties named on the lease any guarantors. The courts have the powers to arrest bank accounts, property and wages. A judgement against an individual can result in having an adverse effect on future credit ratings.

LOCAL HOUSING ALLOWANCE / HOUSING BENEFIT

The introduction of the local housing allowance had changed the way that tenants in receipt of housing benefit will be able to apply for a rented property. Benefit is now paid direct to the tenant and as such puts you on the same playing field as a private tenant in most cases we will be looking for 1 months rent and security deposit paid in advance prior to you moving into a rented property. We will also require proof that your application has been submitted to the local authority in full as we require to know that you will have funds to process your 2nd months rent by standing order.

MANAGEMENT OF THE PROPERTY

At the start of the tenancy we will inform you who is responsible for managing the property. In some cases this may not be Lomond Estate Agents. When we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the property, we may have to obtain the landlords consent before proceeding with repairs etc.

INSURANCE

The landlord is responsible for insuring the property and any items, which belong to them and are left in the property. However, you must insure your own belongings. The landlord cannot and will not be held responsible for any loss suffered by you whatever the circumstances. You should also be aware that it may be in your interests to have insurance cover to ensure that you or your belongings do not cause any damage to the landlords belongings.

Lomond are affiliated with Homelet, specialist providers of insurance products for the property letting market and as such have developed comprehensive cover for you as a tenant in rented accommodation enabling us to assist our clients on a policy. As well as standard cover the policy even helps you protect your deposit with insurance against damage to your Landlord's property.

INVENTORY AND CONDITION IMAGES

The inventory lists all the furnishings, fittings, and equipment within the property at the start of the tenancy. The condition images' identifies the condition of the interior of the property at the start of the tenancy. You are required to countersign a document in agreement of the inventory and condition. Before your departure, we will carry out a final inspection based on the inventory and condition images.

Any repairs or replacements identified in the final inspection must be satisfied before we can return your security deposit. You are not permitted to make any changes to the property unless we have granted written permission.

UTILITY ACCOUNTS

You will be responsible for the payment the appropriate council tax, gas, electric, television and cable/satellite bills where applicable, from your date of entry on a property for the period of the tenancy. We will notify the gas, electric and council tax providers that you are responsible. You will however be responsible for arranging your own TV licence, phone or broadband subscriptions or any other requirements – only you the subscriber can setup or cancel these agreements.

INSPECTIONS

We have an obligation to conduct regular inspections of all tenanted properties. Inspections will be every quarter, roughly 12 weeks and are to ensure that the property is not in need of repair and to ensure that you are looking after the property. You will be given notification when an inspection is due to be conducted.

FAULTS & REPAIRS

If there is a problem with the property you are renting you must inform us immediately (failure to do so may mean that you are held partially responsible should the delay result in added deterioration). Once we have been informed of a fault we will contact the landlord and act upon their instructions. You **must not** instruct a contractor to undertake any work; if you do it will be at **your** own expense.

SMOKE/FIRE & CARBON MONOXIDE DETECTORS

When such devices are fitted in the property you rent, you have an obligation to ensure they are checked regularly and are kept in good working order, if you become aware of a fault you must notify us immediately. We would recommend a daily check, however they must be checked at least once a week. If you become aware of a fault you must notify us immediately.

NOT AT HOME

If you are going to be away from the property for more than 3 days at any one time you must inform us of the details. The property being unoccupied may affect the buildings insurance and we may have to take steps to protect the property whilst you are away.

VACATION AND TERMINATION

If you vacate the property before the expiry date of the fixed term, you will have to pay the rent and all other outgoings until a replacement tenant is in occupation. A rearrangement fee is payable in these circumstances. This may be deducted from your deposit.

To terminate your tenancy, you must give us at least one month's notice in writing to expire on the last day of a rental period. You must vacate the property on the agreed date (usually the last day of the lease). We will make an appointment to meet you at the property where we will take meter readings and take the keys. We will require a forwarding address; we will contact you at this address when we are able to release the security deposit.

KEYS AND PETS

You will be issued with two main door keys these must be returned at the end of the tenancy on vacation.

You cannot have any pets on the property at any time unless we have granted written permission.

MICE & VERMIN

Whilst uncommon, types of vermin that may arise include mice or rats, wasps or bees, other bugs

As a general rule we say that any problems which arise in the first 2 weeks of the tenancy are the responsibility of the landlord so please notify us immediately. Any problems after 2 weeks become the responsibility of the tenant and most local authorities offer a service to tackle the problem. We would advise you to contact them first before calling a private pest control company who will likely charge you a lot more for the service. As a tenant you can of course buy a mouse trap or poison any hardware shop for a few pounds. **Please bear in mind that mice and vermin are generally attracted by food and warmth. Food left lying on the floor encourage mice to become unwelcome guests.**

CONTACTS

South Ayrshire Council: 01292 612000

North Ayrshire Council: 0845 603 0590

East Ayrshire Council: 01563 576000

Glasgow City Council: 0141 287 2000

For all emergencies contact your local Police Force, Ambulance Service or Fire Service on 999 or 112

For Gas Leaks or suspected Gas Leaks call the British Gas Emergency Line on 0800 111 999